

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO

CARL FORSELL

Plaintiff,

vs.

SQUIRRELS, LLC, et al.

Defendants.

Case No: 22-cv-01454

Judge: Lioi

**PLAINTIFF'S REPLY TO DEFENDANT'S MOTION FOR MORE DEFINITE  
STATEMENT**

Plaintiff, Carl Forsell (hereinafter 'Mr. Forsell), by and through undersigned counsel, hereby respectfully submits his Reply to Defendant Squirrels, LLC's (hereinafter 'Squirrels') Motion for a More Definite Statement filed on September 6, 2022. *See Def. Mot for More Definite Statement*, Sep. 6, 2022. Squirrels alleges that Mr. Forsell's Complaint for breach of contract and unjust enrichment is so vague and ambiguous to the point where it cannot reasonably prepare a response. *See Id.*; *See also Pl's Complaint*, Aug. 15, 2022. Squirrels essentially claims that it cannot identify the party with whom it engaged in the underlying transactions subject to this action. *See Id.*

Fed. R. 12(e) permits a defendant to "move for a more definite statement of a pleading to which a responsive pleading is allowed but which is so vague or ambiguous that the party cannot reasonably prepare a response." *Fed. R. 12(e)*. Courts generally disfavor motions for more definite statements as they should not be used as a substitute for discovery. *See Innovative Digital Equip., Inc. v. Quantum Tech, Inc.*, 597 F. Supp. 983, 989 (N.D. Ohio 1984). On the contrary, motions for more definite statements are designed to strike at unintelligibility rather than simple want of detail and as such they must be denied where the subject complaint is not so

vague or ambiguous as to make it unreasonable to use pretrial devices to fill any possible gaps in detail. *See Ayers v. State of Ohio*, N.D. Ohio No. 1:18-cv-2890, Oct. 1, 2019, *citing Scarbrough v. R-Way Furniture Co.*, 105 F.R.D. 90, 91 (E.D. Wis. 1985). Hence, cases in which motions for more definite statements are granted are a rarity. *See Id.*, *citing Charles v. N.G.T. Corporation*, 2017 WL 119478, at \*2 (W.D. Ky. Jan. 11, 2017).

This is a simple breach of contract and unjust enrichment case. *See Pl's Complaint*. Mr. Forsell ordered product from Squirrels and another company in business with Squirrels, Defendant Allmine, Inc., that he ultimately did not receive. *See Id.* Squirrels admits to the amount due and owing to Mr. Forsell, yet failed to pay the same. *See Id.*, at ¶25, Exhibit N. Mr. Forsell in turn sets forth a short plain statement of his claim in compliance with Civ. R. 8(a). *See Id.*; *See also Fed. Civ. R. 8(a)*.

As Squirrels is well aware, in commencing each transaction that underlies this case it dealt directly with Mr. Forsell in his individual capacity. All communications regarding the subject transactions, including Squirrels' agreement as to the amount due and owing to Mr. Forsell, were with Mr. Forsell directly in his individual capacity. *See Id.*, at ¶25, Exhibit N. Any reference in the Order Summaries to Nonce Pte, Ltd., a company controlled by Mr. Forsell, were to Mr. Forsell doing business as Nonce Pte, Ltd., as alleged in the Complaint and set forth in the case caption. *See Pl's Complaint*, at ¶8. It follows that Mr. Forsell is the appropriate party to assert the claim.

In the event the Court orders Mr. Forsell provide a more definite statement as to his claim, he would respectfully requests leave to amend his Complaint and add his company, Nonce Pte, Ltd. as a party Plaintiff. However, in the interest of efficiency and just adjudication to his claim for money due and owing from Squirrels, a claim that based upon the evidence included in the Complaint does not appear to lend itself to a valid defense, Mr. Forsell does not believe it to be necessary to add an additional party. *See Pl's Complaint*, at ¶25, Exhibit N.

For the reasons set forth herein, Mr. Forsell respectfully requests this Court find Squirrels' Motion for More Definite Statement not well taken and deny the same.

Respectfully submitted,

/s/- Thomas L. Sooy  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 20<sup>th</sup> day of September 2022, the forgoing Reply was served via ordinary US mail and/or the Court's electronic filing system upon the following:

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